



Consumer Protection Policies

Version 1.0

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A Residential PACE Program

OVERVIEW

The Florida PACE Funding Agency (the “Agency”) is a public body corporate and politic and local unit of government duly organized and existing under the provisions of the Florida Interlocal Cooperation Act of 1969, Chapter 163, Part I, Florida Statutes, as amended.

The Agency, in order to serve the public interest, operates a property assessed clean energy (“PACE”) funding and financing program, in accordance with and as authorized by Section 163.08, Florida Statutes (the “Florida PACE Act”), providing a scalable statewide funding and financing program for energy conservation and efficiency improvements, renewable energy improvements and wind resistance improvements to real property (“Qualifying Improvements”) through the levy of special assessments (sometimes referred to as non-ad valorem assessments) authorized by the Florida PACE Act and the issuance of its bonds secured by the revenues from such non-ad valorem assessments.

The Agency provides PACE funding and financing for both residential and commercial properties. The program for residential properties is referred to herein as the “Program.”

PACE programs enable a much broader range of homeowners to install Qualifying Improvements that increase the value, functionality, and sustainability of their homes. Qualifying Improvements make homes less costly to operate and more comfortable to live in, while simultaneously reducing energy consumption, and safer and more sustainable, while, in many cases, simultaneously reducing insurance premiums involving wind resistance improvements. Without PACE programs, many homeowners would have no, or costlier, access to Qualifying Improvements.

The Agency, through its third party administrator CounterPointe Energy Solutions (FL) LLC and its designee CounterPointe Energy Solutions Residential, LLC (individually and collectively, the “Program Administrator”), provides disclosures, tools and resources that enable homeowners to make smart, informed and responsible choices regarding the financing of Qualifying Improvements. The Agency requires the Program Administrator to take measures to ensure that the disclosures, tools and resources are appropriate and accurate, which means that care must be taken with homeowners before, during and after the origination of Program financing. Consumer protections that serve homeowners are a core value of the Program.

This is the Agency’s Consumer Protection Policies (the “Policies”) to be implemented by the Program Administrator. The Policies address the following areas: (1) Eligibility and Risk; (2) Disclosures and Documentation; (3) Funding; (4) Operations; (5) Post-Funding Homeowner Support; (6) Data Security; (7) Privacy; (8) Marketing and Communications; (9) Protected Classes and Low Income Homeowners; (10) Participating Contractors; (11) Qualifying Improvements; and (12) Closing and Funding.

1. ELIGIBILITY AND RISK

Policy Summary: The Program blends credit risk considerations together with statutory requirements and policy objectives to develop specific risk and eligibility criteria for participation in the Program. The criteria examine four key attributes of every financed project: (1) the real property on which the Qualifying Improvements will be installed (the "Property"); (2) the encumbrances presently recorded against the Property; (3) the attributes of the Qualifying Improvements to be installed; and (4) the homeowner's payment history.

- 1.1. Properties. The Program Administrator shall make PACE financing available to all existing residential housing stock within the political boundaries of the Program. Residential housing consists of one to four family dwelling units. The Program is not available for properties that cannot be subject to a special assessment.
- 1.2. Mortgaged Properties. The equity of a Property is an important element in determining whether it qualifies for Program participation. Accordingly, if the Property is subject to one or more mortgages, the amount of the assessment is subject to the following limitations:
 - 1.2.1. 20% Just Value Limit. Without the consent of the holders or loan servicers of any mortgage encumbering or otherwise secured by the Property, the total amount of the non-ad valorem assessment on the Property may not exceed 20% of the just value of the Property, as determined by the county property appraiser.
 - 1.2.2. Exception to 20% Just Value Limit. If (i) the assessment is for Qualifying Improvements that are energy conservation and efficiency improvements or renewable energy improvements and (ii) an energy audit demonstrates that the annual energy savings from such Qualified Improvements equals or exceeds the annual repayment amount of the assessment, then no such consent is required if the total amount of the assessment on the Property would exceed 20% of the just value of the Property.
 - 1.2.3. Maximum Amount of Assessment and Mortgage Related Debt. The total mortgage-related debt on the underlying Property plus Program financing may not exceed the FMV of the Property. Reliability of the Program FMV model shall be verified through an accepted, regular and statistically significant confirmation process demonstrating that the Program's routine valuation methodology considers multiple reliable automated valuation model (AVM) sources and that the FMVs determined by the Program are within the range of such AVM sources.
- 1.3. Qualifying Improvements. The Program provides financing for a broad range of

eligible products and projects comprising Qualifying Improvements that are permanently affixed to the Property, the details of which are set forth in Section 11. The Program is not available to finance products and projects outside the scope of the requirements specified in Section 11. While the Program Administrator is responsible for confirming compliance with the Section 11 requirements, it is not responsible for determining post-installation energy performance, savings or efficacy of such products or projects. The Program Administrator may rely on applicable law, data and ratings from the U.S. Department of Energy, the Environmental Protection Agency and/or other federal and state government agencies or reputable third parties in determining what products and projects comprise Qualifying Improvements.

- 1.4. Homeowners. The payment history of the homeowner of record is an important factor in determining that homeowner's eligibility to participate in the Program. Accordingly, at the time of application, applicants must satisfy the following criteria in order to be eligible for Program financing:

- 1.4.1. The applicant is the homeowner of record;
- 1.4.2. Property tax payments for the assessed Property are current. Additionally, the homeowner must certify that there has been no late payment during the preceding three years or the property owner's period of ownership, whichever is less;
- 1.4.3. The homeowner is current on all mortgage debt;
- 1.4.4. The applicant has not had any active bankruptcies within the last two years;
- 1.4.5. The Property is not an asset in any bankruptcy proceeding;
- 1.4.6. The Property is not subject to a foreclosure action;
- 1.4.7. The homeowner has no outstanding or unsatisfied involuntary lien(s) recorded against the Property;
- 1.4.8. The Property is not subject to a reverse mortgage or similar financial instrument;
- 1.4.9. No notices of default or other evidence of property-based debt delinquency have been recorded against the Property during the preceding three years or the property owner's period of ownership, whichever is less.

2. DISCLOSURES AND DOCUMENTATION

Policy Summary: Documentation for Program participants should ensure compliance with these Policies and must be clear, easy to understand, complete, and fair to all parties. The objective is for the reader to have an unambiguous understanding of every right, risk and obligation associated with the Program's financing. At a minimum, the Program shall disclose traditional financing terms ("Disclosures"), e.g., interest rates, financing term, payment amounts, right to cancel, in forms substantially similar to those set forth in Exhibits A1, A2, A3 and A4.

2.1. Document Timing.

- 2.1.1. Before a homeowner is provided an application and other contract documents, the homeowner is provided a disclosure document describing in plain English the most significant risks and features of the Program's financing. See Exhibit A1. This disclosure document must be acknowledged by the homeowner before proceeding to the next step in the process.
- 2.1.2. Before commencement of any Program-financed project, a homeowner needs to: (i) submit an application; (ii) receive approval of the Qualifying Improvements from the Program Administrator; (iii) receive the Disclosures; and (iv) execute a Financing Agreement. The Program Administrator will send on behalf of the homeowner a notice to each holder or servicer of a mortgage on the Property.
- 2.1.3. Following installation of the Qualifying Improvements, a homeowner needs to: (i) execute an acknowledgement that the installation of the Qualifying Improvements has been completed satisfactorily; and (ii) receive a final summary of costs and payments.
- 2.1.4. Delivery to, and execution of all such documentation by, the homeowner is the responsibility of the Program Administrator.
- 2.2. Terms. Terms that must be included in the Disclosures are: (i) the amount financed, including the cost of the installed Qualifying Improvements, together with Program charges and capitalized interest, if any; (ii) the repayment process and schedule; (iii) the payment amounts; (iv) the term of the financing (that does not exceed the useful life of the Qualifying Improvements); (v) the fixed rate of interest charged; (vi) a payment schedule that fully amortizes the amount financed; (vii) the nature of the assessment as a lien against the Property upon entering in the financing agreement; (viii) the Qualifying Improvements to be installed; (ix) the right to withhold approval of payment until the project is complete or the condition for a progress payment is satisfied; (x) the three day right to cancel the financing; (xi) the right to prepay without a prepayment fee; and (xi) any other relevant state specific rights, notices, or requirements. It is the responsibility of the Program Administrator to prepare, deliver and arrange for execution of documents reflecting such terms.
- 2.3. Disclosures Policy.
- 2.3.1. Disclosures ensure that homeowners are aware of and understand key Program financing terms and risks that appear in the Program's documentation. The Program Administrator must confirm delivery to, and receipt by, the homeowners of the Disclosures, and obtain written acknowledgement that homeowners have read and understand them. If any Disclosures are provided electronically, they must be provided in compliance

with the Electronic Signatures in Global and National Commerce (ESIGN) Act.

2.3.2. The following are key Disclosures of the Program that are required to be provided by the Program Administrator.

<u>Disclosures</u>	<u>Description</u>
Term of financing	The maximum time period of the financing.
Amount financed	The total amount financed, including an itemization of the installed cost of the Qualifying Improvements, Program charges and capitalized interest, if any.
Annual payment amount	The amount due each year, even if paid through impound payments.
Stated interest rate/APR	The interest rate and the annual percentage rate after taking into account certain charges and capitalized interest.
Qualifying Improvements financed	The Qualifying Improvements installed.
Prepayment risks	The risk that the homeowner may need to pay off the PACE assessment at the time of sale or refinance.
Right to cancel	The three-day right to rescind the financing.
Prepayment right and costs	The right to prepay the Program financing without premium or penalty. Any administrative costs are to be clearly defined. Any partial pre-payment results in re-amortization.
No advice provided as to tax benefits	Recommend that property owners consult with a tax professional regarding potential tax benefits that could apply to them.
Foreclosure	The risk of foreclosure and the foreclosure process in the event of a homeowner default.
Payment mechanics	A description of when the initial payment is due, and how the assessment payments may affect mortgage payments for homeowners with mortgage escrow accounts.
Late payments	A description of the penalties associated with making late payments.
Cost savings not guaranteed	A notice that any potential utility or insurance savings associated with the Qualifying Improvements financed by the Program are not guaranteed by the Agency or the Program Administrator, and will not reduce the assessment payments or total assessment amount.
Program overview	A guidebook that provides a comprehensive summary of the Program, including a summary of a homeowner's rights and obligations.
Tax lien status	A notice disclosing that the PACE assessment has the same status as a tax lien.
Property tax repayment process	Description of the property tax payment process and the line item for repayment of the Qualifying Improvements that the Program financed.
Privacy policy	A notice describing the privacy policies of the Program Administrator.
Federal disclosures	Applicable federal disclosures in the Program application.

2.4. Confirmation of Terms. The Program Administrator must confirm, by telephone with the homeowner applicant, each Program financing term listed in (a) through (j) of this Section 2.4 before the homeowner signs a financing agreement. Such telephonic confirmation may be recorded. A voicemail message does not satisfy this requirement. When confirming terms of a Program financing with a homeowner, the Program Administrator will request the homeowner to describe generally the Qualifying Improvements being financed using the Program financing, and will ascertain that the homeowner understands or acknowledges:

- (a) The Qualifying Improvements being installed are financed by the Program;
- (b) The total estimated annual payment, including estimated annual collection costs;
- (c) The date the first tax payment will be due;
- (d) The term of the Program financing;
- (e) The payments will be made through the homeowner's property taxes and paid either directly to the county tax collector's office or through his or her mortgage impound account;
- (f) A notice of assessment summarizing the financing agreement executed in connection with the Qualifying Improvements will be recorded and appear as a lien against the Property until paid;
- (g) That they are able to meet the increased property tax payment;
- (h) Questions on tax benefits or deductibility must be directed to a tax professional;
- (i) The possibility that the assessment may (a) remain on the Property or (b) be required to be paid off if the homeowner sells or refinances the Property; and
- (j) The three-day right to cancel the financing.

3. FUNDING

Policy Summary: PACE financing is a novel form of financing that, while sharing some features of traditional financing, presents different considerations for financing capital sources and structures.

3.1. Interest Rates. The Program Administrator may offer only fixed simple interest rates, and payments that fully amortize the assessment. Variable interest rates or negative amortization financing terms are not permitted. Capitalized interest included in the original balance of an assessment does not constitute negative amortization.

3.2. Sustainable Funding Source. The Program Administrator must establish a sustainable source of capital for funding PACE projects separate from the Agency's general fund or budget and have access to capital markets to ensure funding for qualified projects is available on a consistent basis. The Program

Administrator must demonstrate the capacity to fund assessments that the Program Administrator anticipates originating through such Program Administrator.

- 3.3. Contractor Fees. The Program Administrator can only charge fees to contractors offering Program financing provided such contractors agree not to pass such fees on to homeowners.

4. OPERATIONS

Policy Summary: Operations is the gatekeeper responsible for assuring that the Program has the people, processes, tools and technology necessary to deliver to homeowners the Program financing product, as well as the consumer protections described in these Policies.

- 4.1. Operational Consumer Protection Policies. The Program Administrators is required to provide people and develop processes, tools and technology necessary to support the consumer protection measures described in detail elsewhere in this Policy, including: (i) risk and underwriting processes; (ii) terms and documentation delivery systems; (iii) documentation, maintenance and retrieval processes; (iv) disclosure development, delivery and acknowledgment receipt; (v) post-funding support for homeowners and other stakeholders such as real estate professionals; (vi) data security measures; (vii) privacy policy development and protections; (viii) marketing and communication oversight; (x) protected class data and communication processes; (xi) contractor management and engagement; (xii) eligible product database and/or list development and maintenance; (xiii) closing and funding processes (including the ability to fulfill financing obligations); and (xiv) implementation of procedures to identify and address conflicts of interest within and associated with the Program.

5. POST-FUNDING HOMEOWNER SUPPORT

Policy Summary: A public/private partnership is at the core of the Program. This partnership carries with it elevated consumer protection responsibilities that apply to the Program with as much significance during the post-funding period as they do during the time of application and origination. Establishing a function responsible for customer care that responds to inquiries, complaints, contractor and workmanship concerns of the Qualifying Improvements financed is fundamental to the consumer protections that the Program provides.

- 5.1. Payments. The Program Administrator must have resources readily available to resolve any homeowner questions regarding payments. The Program requires that the Program Administrator implement procedures for responding in a timely and complete manner to requests for partial or full prepayment, matters regarding mortgage escrow or mortgage impound accounts catch up payments, payment timing inquiries and payment amount reconciliation, among

others.

- 5.2. Homeowner Recourse for Contractor Misconduct. The Program Administrator must have processes and procedures to receive, manage, track, and timely address all homeowner complaints regarding contractor misconduct. The process and procedures shall include the administrative remedy that a contractor who engages in misconduct or fails to cure defects in installation is disqualified from participating in the Program. The Program Administrator shall not adopt administrative remedies that in any way expand or abridge any legal rights or causes of action otherwise available to the homeowner.
- 5.3. Real Estate Transactions. The Program Administrator must develop capabilities to assist homeowners who are refinancing or selling their Properties. The Program Administrator must support real estate professionals providing services to refinance and sales transactions for properties with PACE assessments.

6. DATA SECURITY

Policy Summary: Trust is fundamental to any financing relationship, and Program financing is no exception. The public/private partnership at the center of the Program, as well as the confidential relationship homeowners have with the Program Administrator, mandate that the Program be in compliance with cyber-security standards, and in particular develop secure and tested processes that are intended to protect homeowners' nonpublic personal information at points of potential vulnerability.

- 6.1. Information Systems. The Program Administrator is required to develop and comply with secure and tested processes to protect the nonpublic personal information of the homeowner described in Section 7, including:
 - 6.1.1. A cyber-security policy and protocol that requires data encryption “during transmission” and “at rest,” and compliance with robust cyber-security standards.
 - 6.1.2. A protocol for access to information based upon job function and need-to-know criteria.
 - 6.1.3. Measures that protect the security and confidentiality of consumer records and information, including, without limitation, requiring all computers and other devices containing any confidential consumer information to have all drives encrypted with industry standard encryption software.
 - 6.1.4. Monitoring and logging all remote access to its systems, whether through VPN or other means.

6.1.5. Data security policies that are subject to auditing and penetration testing conducted by an independent auditor at least annually and any time a change is made that may have any material impact on the servers, security policies or user rights.

6.1.6. Ensuring minimum viable configurations are in place on all servers. All firewalls should have continuous logging enabled. In addition, access control lists and audited server configurations should be used to ensure that data security is maintained.

6.2. Personnel. The Program Administrator is responsible for:

6.2.1. Informing and enforcing compliance with the Program's data privacy and security policies on the part of every employee, contractor, vendor, agent, service provider, representative, and associate who is exposed to nonpublic personal information of homeowners provided to the Program Administrator.

6.2.2. Implementing protections and controls to prevent unauthorized copying, disclosure, or other misuse of nonpublic personal information.

7. **PRIVACY**

Policy Summary: The trusting and confidential relationship that exists between homeowners and the Program extends to the Program Administrators' use of homeowner data. Compliance with the Gramm-Leach-Bliley Act as well as the establishment of clear opt-in and opt-out protocols for information sharing are the pillars of the Program's privacy policy. More broadly, the Program must protect and manage nonpublic personal information, respect the privacy of all homeowners, and implement controls to prevent unauthorized collection, use and disclosure of such information.

7.1. Privacy Policy. The Program Administrator obtains nonpublic personal information (as defined in the Gramm-Leach Bliley Act of 1999, title V, its implementing regulations, and other similar laws and regulations) from homeowners as part of the Program application process or through other homeowner touch points with the Program. The Program Administrator must have a privacy policy prohibiting the Program Administrator from unlawfully disclosing, and taking all commercially reasonable measures to protect, any nonpublic personal information. In addition, such privacy policy will cover (i) the sources from which nonpublic personal information is obtained, (ii) the Program Administrator's use of nonpublic personal information, and (iii) a mechanism by which a consumer may opt-out of sharing information. The Program Administrator will deliver the privacy policy to homeowners prior to the receipt of the homeowners' signed financing agreement and will provide homeowners with updates to such privacy policy.

- 7.2. Application Process. Unless otherwise expressly consented to by the homeowner, all nonpublic personal information provided by a homeowner to the Program Administrator during the application process will be provided to the Program Administrator directly by the homeowner (or his verifiable legal representative or attorney in fact) and not by a contractor or other third party.

8. MARKETING AND COMMUNICATIONS

Policy Summary: Clear, informative, truthful, balanced, transparent and complete communications are essential for the Program. The stakeholders of any Program include homeowners, contractors, the local governments in which the Program operates, investors, finance partners, real estate professionals, mortgage lenders, and the Program Administrator, among others. Communications or acts and practices that mislead stakeholders, add ineligible products and expenses to PACE financing or to the Program, abuse stakeholders, or otherwise fail to meet the core communication standards of appropriateness for the Program are not acceptable.

- 8.1. Prohibited Practices. The Program is prohibited, and prohibits the Program Administrator and Participating Contractors (defined below), from employing practices that are unfair, deceptive, abusive, misleading, violate federal or state laws or regulations or inconsistent with the Program's purpose.
- 8.1.1. The Program Administrator and Participating Contractors are expressly forbidden to: (i) suggest or imply in any way that the Agency or the Program is a government assistance program, (ii) suggest or imply that the Program is a free program, (iii) suggest or imply that the Program does not involve a financial obligation that the homeowner must repay, (iv) use check facsimiles to dramatize the amount of Program financing that would be available, and (v) present a check facsimile as if a negotiable instrument.
- 8.1.2. Participating Contractors are expressly forbidden to use a local government's (including the Agency's) logo, city seal or other graphic in marketing materials or presentations in a way that explicitly communicates an endorsement of the Program by the local government unless the local government has provided explicit permission in writing to do so.
- 8.1.3. Prohibited marketing practices also include those that are likely to add unnecessary expense to a homeowner, that unlawfully use nonpublic personal information or that violate any other law or regulation.
- 8.1.4. The Program Administrator and Participating Contractors or other permitted vendors that make marketing or sales telephone calls must not violate federal or state "Do-Not-Call" laws.

- 8.1.5. The Program Administrator is responsible for developing and enforcing marketing practices that meet the approval of the Agency.
- 8.2. Compliance with Law. The Program Administrator must adhere to all legal and regulatory requirements (e.g., telemarketing) pertaining to its advertising and marketing efforts.
- 8.3. Tax Advice. The Program Administrator may not provide tax advice to homeowners regarding Program financing; provided, however, that the Program Administrator may indicate to the homeowner that tax benefits may be available to certain homeowners who obtain PACE financing as described in IRS Tax Topic 503 and direct homeowners to seek the advice of an expert regarding tax matters related to the Program. The Program Administrator shall monitor and test the sales practices of employees and contractors to confirm adherence to the policy set forth in this Section 8.3.
- 8.4. Payments in Exchange for Financing.
- 8.4.1. Except as provided in Section 8.4.2, the Program Administrator is prohibited from providing any direct or indirect cash payment or other thing of material value to a Participating Contractor (or its affiliates) in excess of the actual price charged by such Participating Contractor to homeowners for the sale and installation of the Qualifying Improvements financed by the Program.
- 8.4.2. The Program Administrator is permitted to reimburse documented expenses to compliant Participating Contractors for Program Administrator-approved co-branded advertising and marketing campaigns and collateral, Program Administrator-sourced leads, reasonable entertainment expenses, training, and training events.
- 8.4.3. The Program Administrator or a Participating Contractor or any affiliate thereof may provide a direct cash payment or other thing of value to a homeowner explicitly conditioned upon such homeowner's selecting Program financing.

9. PROTECTED CLASSES AND LOW-INCOME HOMEOWNERS

Policy Summary: The Program Administrator must ensure compliance with all state and federal laws that cover individuals in protected classes including those based on race, religion, color, marital status, gender, sexual orientation, national origin, citizenship, presence of children, disability, age, veteran status, participation in a public assistance program, or because an applicant has in good faith exercised any right under the Consumer Credit Protection Act. Heightened protections for homeowners 65 years and older, such as confirming understanding of financing terms and project specifications, is

a specific requirement of the Program. Availability of the Program to low-income homeowners who otherwise meet Program eligibility criteria should be protected.

- 9.1. General. The Program requires that the Program Administrator develop controls and methods to monitor and test compliance with all state and federal laws covering homeowners in protected classes.
- 9.2. Elders. The Program Administrator has a protocol to ensure that all homeowners 65 years and older understand the purpose of each Qualifying Improvement for which Program financing is made available, and the terms of such financing as described in Section 2.4.
- 9.3. Financing Application Access and Decisions. It is the responsibility of the Program Administrator to provide legally unbiased access to and decisions regarding Program participation to all applicants for Program financing.
- 9.4. Low-Income Households. The Program shall be made available in low-income communities to homeowners who meet Program eligibility criteria consistent with its availability to homeowners who meet such criteria in middle and high-income communities.

10. PARTICIPATING CONTRACTORS

Policy Summary: Contractors and their sales persons are one of the primary means by which homeowners become aware of Program participation options. Contractors and their sales persons are required to enter into contracts with the Program Administrator, and are required to register with state and local licensing boards and agencies as required by applicable law. Contractors are required to complete a training course, follow a code of conduct, maintain insurance and post bonds as required by state and local law, follow marketing requirements, among other obligations, all of which are designed to assure positive and productive homeowner interaction with the Program.

- 10.1. Policies. All contractors who sell, install, or manage subcontractors who install eligible Qualifying Improvements will become “Participating Contractors” by executing the Program Administrator’s Contractor Participation Agreement (the “PCPA”) and that all such Participating Contractors meet the requirements of the PCPA, which include:
 - 10.1.1. Compliance with the Program Administrator-issued code of conduct and any relevant state or local contractor code of conduct.
 - 10.1.2. Maintenance of an active license, and being in good standing, with any relevant state licensing board, as well as maintenance of any required insurance and an ability to meet bonding requirements;
 - 10.1.3. Execution of the PCPA only by a person who is authorized to act on behalf of, and who is responsible for the actions of, such Participating Contractor (a “Qualifying Individual”) and in compliance with any applicable licensing board requirements;

- 10.1.4. Oversight and management of employees, independent contractors and subcontractors who provide services to Participating Contractors accessing the Program;
 - 10.1.5. Meeting all other state and local licensing, training and permitting requirements; and
 - 10.1.6. Compliance with the Program's marketing policies.
- 10.2. Contractor Management. The Program Administrator must implement contractor management systems and procedures that manage and track contractor training and compliance violations on an individual and company basis. The Program Administrator may not calculate and provide to any Contractor the maximum dollar amount of a PACE assessment for which a homeowner could be eligible. This prohibition is not meant to preclude the Program Administrator from providing the maximum eligible financing amount to the homeowner upon request from the homeowner.
- 10.4. Contractor Training. The Program Administrator shall make available contractor training regarding the following: (i) the applicable contractor code of conduct terms as required by the Program, (ii) protected classes, including, without limitation, elder protection, and (iii) other consumer protection measures as required by the Program.
- 10.5. Remedial Action. The Program Administrator will warn, suspend, terminate or take other appropriate action with respect to a Participating Contractor based on violations of the PCPA or other Program requirements, in accordance with documented procedures. The Program Administrator must implement processes for the review and documentation of alleged violation(s) by a Participating Contractor and, if applicable, the suspension and/or termination of such Participating Contractor. The Program does not accept Program applications provided by contractors that the Program terminated in accordance with this Section 10.5.

11. QUALIFYING IMPROVEMENTS

Policy Summary: The Program enables and encourages homeowners to install Qualifying Improvements that are designed to provide a public benefit (such as saving energy or building hardening) in accordance with applicable law. The Program is responsible for implementing practices and controls (e.g., eligible product list and product confirmation processes) to ensure that financing is used only for Qualifying Improvements. Program product eligibility criteria ensure that property owners are financing Qualifying Improvements that are industry recognized for achieving higher levels of home energy efficiency, or other state specific approved Qualifying Improvements. The Program Administrator shall establish a process for confirming that all Qualifying Improvements meet PACE-eligibility criteria. While the Program Administrator is responsible for confirming compliance with the initial capacities of such products, it is not responsible for determining post-installation energy performance, savings or efficacy of such Qualifying Improvements.

- 11.1. Policies. Consistent with the objectives of the Florida PACE Act, the Program must:
- 11.1.1. Establish, maintain and make publicly available an Eligible Product List (EPL) that documents, at a minimum, the following criteria for each eligible product: the name or description, the associated eligibility specifications (e.g., performance thresholds, certification requirements and installation criteria), and the expected useful life in years. See Exhibit B Eligible Products List for an example of a list conforming to these criteria.
 - 11.1.3. Ensure that products included on the EPL are consistent with the scope of the categories of Qualifying Improvements.
 - 11.1.4. Ensure that the eligibility specifications defined for each Qualifying Improvement are based upon credible third-party standards and/or certification criteria that have established by appropriate government agencies and/or nationally-recognized standards and testing organizations, including, but not limited to, U.S. Department of Energy (e.g., EnergyStar), U.S. Environmental Protection Agency, national research laboratories, state energy offices, state/local building code divisions, International Code Council, Building Performance Institute, National Fenestration Rating Council, Solar Rating and Certification Corporation, Cool Roof Rating Council, and Air Conditioning Heating and Refrigeration Institute.
 - 11.1.5. Ensure that the useful life defined for each Qualifying Improvement is based on research from credible third-party sources of information, such as but not limited to the International Association of Certified Home Inspectors (InterNACHI), National Association of Home Builders (NAHB), American Society of Heating, Refrigerating and Air-Conditioning Engineers (ASHRAE), manufacturer warranty documentation.
 - 11.1.6. Require that each product is permanently affixed to the Property.
- 11.2. Additional Products. The Program Administrator may permit financing of products not explicitly included in on the EPL, provided such products comprise Qualifying Improvements and/or are otherwise in compliance with this Section 11.
- 11.3. Ancillary Work Scope Policies. It is acknowledged that the installation of Qualifying Improvements may need to include ancillary work scope items (i.e., site preparation) that are not explicitly listed in the EPL. Therefore, the Program must evaluate such items using the following guidelines for ancillary

work scope items that are allowed to be included in the use of Program financing:

- 11.3.1. Ancillary work scope items must be directly related and necessary to complete the installation of a Qualifying Improvement or set of Qualifying Improvements.
 - 11.3.2. The cost of ancillary work scope items may not exceed 25% of the cost of the related eligible Qualifying Improvements included in the Program financed project, unless there is a reasonable basis found by the Program Administrator to exceed the 25% limit.
- 11.4. Verification Procedures. The Program Administrator must establish procedures to verify Qualifying Improvements as follows:
- 11.4.1. Before providing a Contractor with the notice to proceed, collect information that the Qualifying Improvements scheduled to be installed using Program financing comprise only items appearing on the EPL, or have been approved as eligible.
 - 11.4.2. The verification procedures must include the collection of sufficient key identifying information to independently verify eligibility against third-party data sources (e.g., certified reference IDs, manufacturer/brand names, model names, model numbers, performance ratings); self-certification of eligibility from the Contractor or homeowner is not sufficient.

12. CLOSING AND FUNDING

Policy Summary: The Program provides limited purpose financing to homeowners, and not general purpose financing that is common among other sources of financing. The Program has front-end (e.g., eligible Qualifying Improvements approval) requirements and pre-funding (e.g., completion certificates) procedures designed to confirm that Program financing is only used for Qualifying Improvements. Such procedures are essential to protecting the integrity of the Program.

- 12.1. Installation Completion Sign-off. The Program Administrator must confirm, before disbursing funds, that such funds are being used to fund the installation of approved Qualifying Improvements and that the conditions for such disbursement are satisfied and acceptable to the homeowner and the Contractor, and to require that the homeowner and the Contractor attest to such by signing a completion certificate. It is the responsibility of the Program Administrator to confirm any such document is signed within the maximum allowable installation time as specified by the Program.

12.2. Permits. Homeowners seeking Program financing are responsible for obtaining required permits for the installation of all Qualifying Improvements and providing verification thereof upon request.

12.3. Funding. The Program Administrator may authorize the disbursement of funds only upon achievement of verifiable milestones in connection with the installation of the Qualifying Improvements and that the final disbursement may not be made until the project is complete. The property owner and the Contractor must represent in the related completion certificate that all required building permits were obtained and inspections were performed satisfactorily. The property owner or the Contractor on the property owner's behalf is required to submit the documentation to the Program as a condition to a disbursement of funds.

EXHIBITS

EXHIBIT A1 - AllianceNRG Program™ Disclosure and Acknowledgment

EXHIBIT A2 – Estimated Financing Summary

EXHIBIT A3 – Notice of Right to Cancel & Cancellation of Financing Agreement

EXHIBIT A4 – Assessment Summary

EXHIBIT B – Eligible Products List

Exhibit A1 - AllianceNRG Program™ Disclosure and Acknowledgment

Please read this AllianceNRG Program™ Disclosure and Acknowledgment carefully and print and/download or otherwise keep a copy for your records.

The following disclosures contain important information about the AllianceNRG Program™ (the “Program”) with specific reference to the consequences and potential consequences of your agreement to finance your property improvement project by agreeing to place a non-ad valorem tax assessment (“PACE Assessment”) on your property. These disclosures are in addition to the disclosures and other information set forth in (1) the Florida Residential Financing Application, (2) the Florida Residential Properties Guidebook and (3) the Financing Agreement, all of which should be reviewed carefully before you decide to participate in the Program.

Your acknowledgment that you have read and understood each of the following disclosures and is evidenced by your completion of this form as indicated below. If you require additional information regarding any of the disclosures set forth below, or any other aspect of the AllianceNRG Program™ you should contact the Program at (855) 509-9922 and speak to a representative of CounterPointe Energy Solutions Residential, LLC. If, after reviewing the disclosures set forth below, you do not want to accept one or more of the consequences or potential consequences of accepting PACE Financing, you should not proceed with your application to participate in the Program.

Federal Housing Finance Agency; Potential Restriction on Sale and/or Refinance.

On December 22, 2014, the Federal Housing Finance Agency (“FHFA”) which oversees the eleven Federal Home Loan Banks (“FHLBanks”) and Fannie Mae and Freddie Mac issued a statement (which has been confirmed by subsequent statements and remarks) in which it made clear that Fannie Mae and Freddie Mac’s policies prohibit them from purchasing a mortgage where the property is subject to a first lien PACE Assessment. FHFA has made it clear that Fannie Mae and Freddie Mac should neither purchase nor refinance mortgages which are encumbered by PACE Assessments.

As a consequence of the FHFA position on PACE Assessments, you may have difficulty selling your home or refinancing your mortgage if you agree to a PACE Assessment attached to your property. Specifically, some Mortgage Lenders or Secondary Mortgage Market Purchasers may either (1) refuse to refinance an existing mortgage, (2) refuse to finance the purchase of any property or (3) refuse to purchase mortgages in the secondary mortgage market with respect to property subject to the type of assessment which would be created by participating in the Program. This may mean that if you desire to sell your property or refinance your mortgage after you obtain a PACE Assessment, you may be required to prepay the Assessment before you can close such a transaction.

Notice to Lender; Monthly Mortgage Escrow Payment.

In the event you choose to enter into a Financing Agreement, we will provide on your behalf at least thirty (30) days before you enter into a Financing Agreement written notice of that fact to your mortgage holder or mortgage servicer. This notice will include the maximum principal amount to be financed and the maximum annual assessment payment necessary to repay that amount which may cause an increase in the monthly escrow payments which are required pursuant to the terms of your mortgage with respect to your annual real estate tax payment obligation. We urge you to carefully review your mortgage documents and contact your lender before you execute a Financing Agreement if you have any concerns with respect to the impact of a PACE Assessment on your mortgage.

Progress Disbursements.

You have the right to withhold payment to your contractor until your property improvement project is completed to your satisfaction. Many contractors require payment of a portion of the project cost before the project is completed ("Progress Disbursement"). Progress Disbursements are governed by the terms of the Florida Completion Certificate (Multiple Disbursements) and you should discuss all aspects of your contractor's request for a Progress Disbursement with your contractor and determine that you are comfortable authorizing a Progress Disbursement. If you authorize a Progress Disbursement, interest on the full amount of the PACE Assessment will begin to accrue from the date of the Progress Disbursement.

Assessment Lien.

When you finance your property improvement through a PACE Assessment you are creating a non-ad valorem special assessment lien on your property. The assessment lien recorded by the Agency against your property will be superior to all other titles, liens or mortgages, and is of equal dignity with property taxes and other governmental assessments.

Annual Assessment Installment.

The annual installment on your PACE Assessment will be included on your real estate tax bill which is sent to you in early November of each year. Unlike your annual real estate taxes, there is no discount for paying the annual installment on your PACE Assessment early.

Tax Lien Certificates.

In the event you do not pay the annual assessment installment when due, the Tax Collector will sell a tax lien certificate at a date and time advertised by the Tax Collector on or before June 1st of the year following the tax year for which the taxes were not paid. A tax certificate represents a lien for unpaid real estate taxes. The amount of the tax lien certificate is the sum of the unpaid real estate taxes and non-ad valorem assessments, penalties, advertising costs and fees. As a result of this process there is a significant risk that you may ultimately lose title to your property if you do not pay the annual

Prepayment of the PACE Assessment and Prepayment Fee.

You have the right to prepay all or a portion of the remaining balance of your PACE Assessment at any time subject to certain requirements, including the payment of interest on the PACE Assessment for a period subsequent to the date you prepay the PACE Assessment. You have the option to pay off the remaining balance of your PACE Assessment amount at any time in full or in any amount of at least \$2,500.

A prepayment is calculated to include the principal amount of the assessment to be prepaid (Assessment Prepayment Amount) and interest on the Assessment Prepayment Amount to the earlier of January 15th and July 15th occurring at least 20 days following the date the prepayment is made. There is no premium or prepayment penalty. A recording fee and an administrative fee will be added to the Assessment Prepayment Amount. There is no discount for prepaying all or a portion of the remaining balance on your

Closing Costs; Prepaid Interest.

You will incur fees and other costs for using the Program as set forth in Section 3 (B) of the Financing Agreement ("Closing Costs"). In addition, interest on the full amount of the PACE Assessment will begin to accrue on the date the bond to fund the PACE Assessment is issued, which is the date the first disbursement to your contractor is made. Depending on the timing of enrollment of your PACE Assessment in the County tax roll, an interest payment on such bond may be due before your first payment under the Financing Agreement. In such case, you must prepay the amount of that interest at the closing of your PACE Assessment ("Prepaid Interest").

You have a right to either finance or pay the Closing Costs and Prepaid Interest on the closing of your PACE Assessment. If you decide to pay these amounts at closing, you must notify the Program of your decision prior to closing by calling the Program at (855) 509-9922. If you fail to so notify the Program, Closing Costs and Prepaid Interest will be capitalized and added to the amount of the PACE Assessment.

Tax Advice.

Nothing in any publication of the Program should be considered as tax advice and it your responsibility to consult with your personal tax advisor regarding any tax benefits which may be available to you as a result of your participation in the Program.

Property Valuation.

The Program makes no representation or warranty that the property improvements to be financed by the PACE Assessment will increase the overall value of your property.

WT Legal Deed Owner: Property Owner Date

Exhibit A2 - Estimated Financing Summary

Application ID No: FL01-0005270
 Financing Agreement Date: May 26, 2017
 Financing Agreement Return Date: June 05, 2017
 Completion Certificate Deadline: August 24, 2017
 Initial Tax Year on Roll: 2018
 Applicable Tax Roll Deadline: August 1, 2017

Property Summary

Property Address: PI PROPERTY STREET, PI PROPERTY CITY, FL PI REZ ZIP
 Just Market Value: \$1,879,860.00
 Maximum Financing: \$375,972.00

Property Owner(s) and Mailing Address(es)

PI MASTER FL TEST
 AT OWNER 1 ADDRESS, AT OWNER 1 CITY, FL 11111

Your Annual Payments will be added to your property tax bill for 20 years. If your project funds on or before the Applicable Tax Roll Deadline, your first payment will be included on your 2017 property tax bill typically sent in November. If your project funds after Applicable Tax Roll Deadline, your first payment will be included on your November 2018 property tax bill. The following terms are good faith estimates and are subject to change upon completion of your project. This summary does not include tax deductions or tax credits, rebates or energy savings. **Refer to the attached Summary of Definitions and Disclosures and carefully review the Financing Agreement and the Exhibits for more details. Please initial the Declarations and sign the Acknowledgement on the second page, return the signed copy to us and keep a copy for your records.**

Summary of Assessment Terms		Total Estimated Annual Payments	
Maximum Project Amount	\$25,527.00	Maximum Project Amount	\$25,527.00
Closing Costs Financed	\$3,342.05	Closing Costs Financed	+ \$3,342.05
Term	20 years	Maximum Financed Amount	= \$28,869.05
Interest Rate	5.99%	Total Interest	+ \$21,428.75
Annual Percentage Rate (APR)	7.28%	Maximum Assessment Amount	= \$50,297.80
Estimated Annual Payment Added To First Property Tax Bill	\$2,652.04	Total Estimated Annual Collection Cost	+ \$2,743.00
Summary of Closing Costs		Total Estimated Annual Payments	= \$53,040.80
Application Charge(s)	+ \$0.00	Summary of Annual Payment	
Program Administration	+ \$1,633.73	Assessment Installment	\$2,514.89
Recording Fee	+ \$41.00	Annual Collection Cost	+ \$137.15
Reserve Fund Deposit	+ \$72.17	Annual Payment (Estimated)	= \$2,652.04
Administrative Reserve Account Deposit	+ \$10.00	Summary of Cash to Close	
Prepaid Interest	+ \$1,585.15	Total Project Costs	\$25,527.00
Total Closing Costs	= \$3,342.05	Maximum Project Amount	- \$25,527.00
		Total Closing Costs	\$3,342.05
		Closing Costs Financed	- \$3,342.05
		Cash to Close	= \$0.00

Qualifying Improvements	
Description of Qualifying Improvements: Energy Efficiency Improvement : AA Insulation	
Total Project Costs	\$25,527.00
Less Rebates, Tax Credits and Payments by Property Owner	\$0.00
Maximum Project Amount	\$25,527.00
<u>Declarations</u>	<u>Initials (All Owners)</u>
I/We understand that this financing will result in a special non-ad valorem assessment lien being placed on the property identified above. The assessment will be collected along with my/our property taxes in annual payments, and the law requires that the annual payments must be paid with, and at the same time as, my/our property taxes.	
I/We understand that this is a long-term financing for up to the useful life of the Qualifying Improvements described above. The term of this financing is 20 years. If I/we refinance my/our home, my/our mortgage lender may require me/us to pay off the remaining balance. If I/we sell my/our home, the buyer or the buyer's mortgage lender may require me/us to pay off the remaining balance. I/We will notify any future purchaser of this assessment.	
I/We understand that my/our property tax bill will increase each year during the term of the assessment to pay off the Financed Amount. I/We need to save or set aside an estimated \$2,652.04 for my/our Annual Payment which will be due in November 2018 and payable with my/our property taxes. If I/we pay property taxes through a mortgage impound or escrow account, then my monthly mortgage payment should be adjusted to cover my/our increased property tax bill.	
I/We understand that I/we should consult my/our tax advisor regarding tax credits, tax deductibility and other possible tax benefits, and that I/we are responsible for retaining and submitting with my/our tax return any required documentation.	

Summary of Definitions and Disclosures	
Administrative Reserve Account	A deposit to a fund to provide for a reserve to pay certain expenses of the Agency and the trustee for the bonds issued to fund your Assessment.
Amount Added to Annual Property Tax	An amount equal to the sum of the Assessment Installment plus the estimated amount of the Annual Collection Cost for the first year.
Annual Collection Cost	For any year, the fees incurred to cover the costs of administering the Assessment, including municipal recording fees, county tax collector, county property appraiser, or similar administration charges and fees payable to the trustee for the bonds issued to finance your Assessment. This amount is estimated based on the best available information.
Annual Payment	For any year, an amount equal to the sum of the Assessment Installment plus the Annual Collection Cost for such year.
Annual Percentage Rate (APR)	The interest and certain other costs over the Term, expressed as a rate. This is not your interest rate. Annual Collection Cost is not included in calculating the
Applicable Tax Roll Deadline	The date by which your Assessment must be funded in order for your obligation to pay the Assessment to appear on your next annual property tax bill. If you miss this date, the amount of your Prepaid Interest will increase, causing the amount of your obligation to increase, both annually and in total.
Application Charges	These are charge paid to the Program Administrator or third parties to cover certain costs in connection with your application.
Application ID No.	A unique number assigned by the Program Administrator to you.
Assessment Installment	The amount representing the amortization of the Financed Amount and the interest on the unpaid Financed Amount. This amount does not change over the Term unless there is a partial prepayment.
AVM Report	AVM means automated valuation model. An AVM Report is a report from an independent third party using a financial model to value properties.
Cash to Close	The amount of cash the property owner will need to pay to close on the Assessment. If any amount of the Total Project Costs or Closing Costs were paid by the property owner prior to closing and included in the Maximum Financed Amount, the property owner will be reimbursed for such amount at the closing.
Closing Costs	The one-time fees and costs incurred in connection with the origination, processing and closing of the funding of your Assessment.
Closing Costs	The Closing Costs you have elected to finance rather than pay out of pocket.
Completion Certificate Deadline	The date by which you must and submit the Completion Certificate to the Program Administrator (or the initial Completion Certificate if there is more than one disbursement).
Financing Agreement Date	The date that the Financing Agreement was generated for your signature.
Financing Agreement Return Date	The date by which you must sign and return the Financing Agreement in order to lock in its terms. If it is returned after that date, the Program Administrator has the right to reject it and offer new terms instead.
Initial Tax Year on Roll	The first tax year for which your obligation to pay the Assessment will appear on your property tax bill.
Interest Rate	The interest (expressed as a percentage) on the Maximum Financed Amount. The rate of interest is fixed and will not change during the Term.

Summary of Definitions and Disclosures (continued)

Maximum Assessment Amount	The sum of the Maximum Financed Amount plus the Total Interest. This amount does not include any Collection Cost. The final Assessment Amount is paid in equal annual Assessment Installments.
Maximum Financed Amount	The sum of the Maximum Project Amount and the Closing Costs Financed.
Maximum Financing Availability	The maximum amount of financing for which your property qualifies under the Agency's PACE Program.
Maximum Project Amount	The maximum amount of the Project Costs being financed.
Prepaid Interest	Interest on the Maximum Financed Amount for the period from the disbursement of funds to the following July 15th. No Prepaid Interest would be payable if the disbursement occurs between July 15th and the Applicable Tax
Program Administration Charge	A one-time charge covers or defrays certain costs of the Agency, the Program Administrator, bond counsel, special counsel, financial advisors and other entities responsible for program administration, support and management.
Recording Fee	A one-time fee that covers the cost of filing documents relating to the Assessment, including the Notice of Assessment and if required the Supplemental Notice of Assessment.
Reserve Fund Deposit	A one-time deposit to a fund to provide for a reserve to pay the principal and interest on the bonds issued to fund your Assessment.
Term	The number of years to pay off the Financed Amount.
Total Estimated Annual Collection Cost	An estimate of the total amount of Annual Collection Cost over the Term. It is equal to the product of the amount of the estimated Annual Collection Cost for the first year multiplied by the Term. It is likely that the Annual Collection Cost will increase or decrease from time to time over the Term because certain charges and costs (for example, those charges by the county tax collector or county property appraiser) can change over the Term.
Total Estimated Annual Payments	An amount equal to the sum of the Assessment Amount plus the Total Estimated Annual Collection Cost.
Total Interest	The total amount of interest payable on the Maximum Financed Amount over the Term. Total Interest does not include Prepaid Interest.
Total Project Costs	The total amount of eligible costs (materials, labor and other eligible costs) for installing the Qualifying Improvements that are approved by the Agency for funding and financing.

Acknowledgement of Receipt

By signing this Estimated Financing Summary, you are only confirming that you have received and read it. You do not have to accept this financing because you have received or signed this Estimated Financing Summary.

PI MASTER FL TEST: Property Owner 1 _____ Date _____

Exhibit A3 - NOTICE OF RIGHT TO CANCEL

Date: May 26, 2017
Application ID #: FL01-0005270
Property Owner Name PI MASTER FL TEST
Property Address: PI PROPERTY STREET, PI PROPERTY CITY, FL PI REZ ZIP
Program: Residential

Your Right To Cancel the Financing Agreement:

You are entering into a Financing Agreement with the Florida PACE Funding Agency ("Agency") for the financing of Qualified Improvements that will result in a governmental lien on the property at PI PROPERTY STREET, PI PROPERTY CITY, FL PI REZ ZIP. Under this Program, administered for the Agency by CounterPointe Energy Solutions Residential LLC (the "Program Administrator"), you may cancel this transaction, without cost, within three (3) business days from the date on which you signed the Financing Agreement.

If you cancel this financing transaction, within 20 calendar days after the Agency receives notice of cancellation, the Agency must take the steps necessary to reflect the fact that, if recorded, the lien on your property has been discharged or nullified, and the Agency must return to you any money you have given to the Program Administrator in connection with your application for financing under the Program, not including any application processing fees, whether paid to the Agency, the Program Administrator, or third parties. You must return any funds paid to you or on your behalf, by or on behalf of the Agency, whether to your contractor or any other person, immediately. All money must be returned to the address below.

ATTN: Cancellation
Florida PACE Funding Agency
c/o CounterPointe Energy Solutions Residential LLC
555 South Federal Highway, Suite 350

Acknowledgement (this page must be signed returned with the Financing Agreement)

I/We hereby acknowledge receiving and reading this Notice of Right to Cancel.

PI MASTER FL TEST: Property Owner 1

Date

CANCELLATION OF FINANCING AGREEMENT

How to Cancel:

If you decide to cancel this financing transaction for Qualifying Improvement(s), you must do so by notifying the Florida PACE Funding Agency in writing at:

ATTN: Cancellation
Florida PACE Funding Agency
c/o CounterPointe Energy Solutions Residential LLC
555 South Federal Highway, Suite 350
Boca Raton, FL 33432
Fax: (855) 509-9923
Email: UW@AllianceNRG.com

You may use any written statement that is signed and dated by you and states that you wish to cancel the Financing Agreement, or you may use this Cancellation of Financing Agreement by dating and signing below. Please keep a copy of this Cancellation of Financing Agreement for your records. If you cancel by mail, fax or email, you must send your written statement no later than midnight of the third business day following the date on which you signed the Financing Agreement. If you send or deliver your written statement to cancel some other way, it must actually be delivered to the above address no later than the date indicated in the preceding sentence.

I/We Wish to Cancel

ONLY SIGN HERE IF YOU ARE CANCELLING YOUR FINANCING AGREEMENT

PI MASTER FL TEST: Property Owner 1

Date

Exhibit A4 – Assessment Summary (and cover letter)

May 00, 2017

Dear PI MASTER FL TEST,

We are pleased to inform you that your AllianceNRG Program™ financing by the Florida PACE Funding Agency has now been funded in accordance with your Completion Certificate.

The financing is in the form of an assessment on your property and it is repaid by adding the annual payment to your property tax bill until the financing is repaid. Included you will find documents regarding the final funding of your project:

- Assessment Summary
- Final Exhibit B to your Financing Agreement
- Final Notice of Assessment, as filed with the County Recorder's Office
- Supplemental Notice of Assessment, as filed with the County Recorder's Office, if applicable

Using the borrowing power in your home provides the benefit of financing clean energy improvements. Thank you for choosing the AllianceNRG Program™ and we hope that you will be pleased with all the advantages of your new improvements.

If you have any questions, please call us at (855) 509-9922 or at Information@alliancenerg.com.

ASSESSMENT SUMMARY

This Assessment Summary is provided in connection with the attached Financing Agreement for a non-ad valorem assessment imposed and levied as a result thereof by the Florida PACE Funding Agency against the Assessed Property described below. The following capitalized terms have the meanings stated in the Financing Agreement, unless clearly stated otherwise.

1. CLOSING DATE:

2. ASSESSMENT DESCRIPTION:

- (A) Property Owner: PI MASTER FL TEST
- (B) Address of Assessed Property: WT Legal Property Address
- (C) Assessed Property Parcel ID number: WT LEGAL PROPERTY APN
- (D) Description of Qualifying Improvements: Energy Efficiency Improvement : AA Insulation
- (E) Notice of Assessment – Copy attached [with the Supplemental Notice of Assessment, if applicable]
- (F) Qualifying Improvements financed:
- (G) Closing Costs financed: \$00,000.00
- (H) Prepaid Interest (included in the Closing Costs): \$0,000.00
- (I) Financed Amount (Project Amount plus Closing Costs financed): \$00,000.00
- (J) Annual interest rate for the term of the Assessment: 5.99%
- (K) Term of the Assessment: 00 years
- (L) Assessment Amount (the Financed Amount plus the amount of the interest over the Term of the Assessment, exclusive of Prepaid Interest which is included in the Financed Amount): \$00,000.00
- (M) Assessment Installment (the amortization of the Financed Amount plus the interest on the unpaid Financed Amount), exclusive of Annual Collection Cost: \$00,000.00
- (N) Annual Collection Cost are the annual costs associated with collection of the Annual Payment on the property tax bill, which may include administrative expenses incurred by the Agency, and fees imposed by the local County Property Appraiser and Tax Collector pursuant to section 197.3632, Florida Statutes. The Annual Collection Cost may vary annually, primarily depending upon how much the County Property Appraiser and Tax Collector in your community may annually charge. \$00.00

3. WHEN AND HOW ANNUAL PAYMENTS ARE MADE:

Your Annual Payment will appear on your property tax bill each year. By law it must be paid along with and at the same time as your property taxes. You cannot sever or pay your property taxes or pay the Annual Payment separately. That is reason why this collection method is sometimes called the tax bill or uniform method of collection. If your Closing Date was after August 1st, your Assessment will not appear on your property tax bill until November of the following year.

4. HOW TO PREPAY YOUR ASSESSMENT:

You are entitled to prepay your Assessment at any time. See Section 3(D) of your Financing Agreement for details. Please go to the frequently asked questions section of either the AllianceNRG Program website, www.AllianceNRG.com, or the Florida PACE Funding Agency website, www.floridapace.gov, for more details.

5. HOW TO CONTACT THE AGENCY'S PROGRAM ADMINISTRATOR:

Save this Assessment Summary for your records and have it available if you contact the Program Administrator.
Please direct all inquiries to:

AllianceNRG Program c/o CounterPointe Energy Solutions Residential LLC
555 South Federal Highway, Suite 350, Boca Raton, FL 33432
Phone: (855) 509-9922
Email: Information@alliancenrg.com

Exhibit B - Eligible Products List

Product Category	Product Type	Product Specifications	Estimated Life (Years)
Heating, Ventilation, and Air Conditioning (HVAC)	Air-Source Heat Pump	<ol style="list-style-type: none"> Product must be AHRI Certified and the AHRI number must be provided. Product must be Energy Star Compliant: <ol style="list-style-type: none"> Mini-Split: <ol style="list-style-type: none"> SEER \geq 14.5 & HSPF \geq 8.2 & EER \geq 12 Packaged Unit: <ol style="list-style-type: none"> SEER \geq 14 & HSPF \geq 8.0 & EER \geq 11 Must be new and replace an existing product. Must be installed according to manufacturer specs and all applicable state and local codes 	15
	Central Air Conditioner	<ol style="list-style-type: none"> Product must be AHRI Certified and the AHRI number must be provided. Product must be Energy Star Compliant: <ol style="list-style-type: none"> Mini-Split: <ol style="list-style-type: none"> SEER \geq 14.5 & EER \geq 12 Packaged Unit: <ol style="list-style-type: none"> SEER \geq 14 & \geq EER 11 Must be new and replace an existing product. Must be installed according to manufacturer specs and all applicable state and local codes 	15
	Furnace	<ol style="list-style-type: none"> Product must be AHRI Certified and the AHRI number must be provided Product must be Energy Star Compliant - AFUE \geq 90% Must be new and replace an existing product. Must be installed according to manufacturer specs and all applicable state and local codes 	10

Product Category	Product Type	Product Specifications	Estimated Life (Years)
	Evaporative Cooler	<ol style="list-style-type: none"> 1. Must have separate duct system; separate from of the air conditioning and heating duct system 2. Must be permanently installed through wall or on the roof; window installed units are not eligible 3. Must be installed according to manufacturer specs and all applicable state and local codes 	10
	Boiler	<ol style="list-style-type: none"> 1. Product must be AHRI Certified and the AHRI number must be provided. <ol style="list-style-type: none"> a. Product must be Energy Star Compliant - AFUE \geq 85%. 2. Must be installed according to manufacturer specs and all applicable state and local codes 	20
	Geothermal Heat Pump	<ol style="list-style-type: none"> 1. Product must be Energy Star Compliant: <ol style="list-style-type: none"> a. Closed Loop Water-to-Air: <ol style="list-style-type: none"> i. \geq 14.1 EER & ii. \geq 3.3 COP b. Open Loop Water-to-Air: <ol style="list-style-type: none"> i. \geq 16.2 EER & ii. \geq 3.6 COP d. Closed Loop Water-to-Water: <ol style="list-style-type: none"> i. \geq 15.1 EER & ii. \geq 3.0 COP e. Open Loop Water-to-Water: <ol style="list-style-type: none"> i. \geq 19.1 EER & ii. \geq 3.4 COP f. Direct Expansion (DGX): <ol style="list-style-type: none"> i. \geq 15.0 EER & ii. \geq 3.5 COP 2. Product must be new and replace an existing product 3. Must be installed according to manufacturer specs and all applicable state and local codes 	15

Product Category	Product Type	Product Specifications	Estimated Life (Years)
	Hydronic Radiant Heating System	<ol style="list-style-type: none"> 1. System must be powered by an high-efficiency AllianceNRG-eligible heating source 2. Must be installed according to manufacturer specs and all applicable state and local codes 	15
	Mini-Split Air Conditioner	<ol style="list-style-type: none"> 1. Product must be AHRI certified and the AHRI number must be provided. 2. Efficiency: <ol style="list-style-type: none"> a. ≥ 15 SEER 3. Product must replace an existing product 4. Must be installed according to manufacturer specs and all applicable state and local codes 	15
	Mini-Split Heat Pump	<ol style="list-style-type: none"> 1. Product must be AHRI certified and the AHRI number must be provided. Efficiency: <ol style="list-style-type: none"> a. ≥ 15 SEER & b. HSPF ≥ 8.2 2. Product must replace an existing product 3. Must be installed according to manufacturer specs and all applicable state and local codes 	20
	Biomass / Wood Stove	<ol style="list-style-type: none"> 1. Product must be certified and listed on the EPA Certified Wood Stoves list 2. Must be installed according to manufacturer specs and all applicable state and local codes 	15
	Duct Replacement	<ol style="list-style-type: none"> 1. Duct system leakage limits: <ol style="list-style-type: none"> a. Allowed partial replacement when $\leq 15\%$ total system nominal flow or b. Allowed full replacement when $\leq 6\%$ total system nominal flow 2. Duct Insulation R-Value $\geq R-6$ 3. Must be installed according to manufacturer specs and all applicable state and local codes 	20
	Heat/ Energy Recovery Ventilator	<ol style="list-style-type: none"> 1. Product must be certified by the Home Ventilation Institute (HVI) 2. Must be installed according to manufacturer specs and all applicable state and local codes 	10
	Exhaust Ventilation Fixture	<ol style="list-style-type: none"> 1. Product must be Energy Star Compliant 2. Must be installed according to manufacturer specs and all applicable state and local codes 	10

Product Category	Product Type	Product Specifications	Estimated Life (Years)
	Whole House Fan	<ol style="list-style-type: none"> Product must be Energy Star Compliant Must be installed according to manufacturer specs and all applicable state and local codes 	10
	Attic Ventilation Fixture	<ol style="list-style-type: none"> Product must have thermostatic control Must be installed according to manufacturer specs and all applicable state and local codes 	20
	Ceiling Fan	<ol style="list-style-type: none"> Product must be certified as Energy Star compliant Must be installed according to manufacturer specs and all applicable state and local codes 	15
Windows, Doors, and Skylights	Window	<ol style="list-style-type: none"> Product must be ENERGY STAR compliant and NFRC Certified: <ol style="list-style-type: none"> U-Factor ≤ 0.32 & SHGC ≤ 0.30 Product must replace an existing product Product NFRC labels must be submitted with Certificate of Compliance or Occupancy Must be installed according to manufacturer specs and all applicable state and local codes 	20

Product Category	Product Type	Product Specifications	Estimated Life (Years)
	Door	<ol style="list-style-type: none"> Product must be ENERGY STAR compliant and NFRC Certified: <ol style="list-style-type: none"> Opaque: <ol style="list-style-type: none"> U-Factor ≤ 0.21 & SHGC = Any $\leq 1/2$-Lite: <ol style="list-style-type: none"> U ≤ 0.27 & SHGC ≤ 0.30 $> 1/2$-Lite: <ol style="list-style-type: none"> U ≤ 0.32 & SHGC ≤ 0.30 Product must replace existing product Product NFRC labels must be submitted with Certificate of Compliance or Occupancy Must be installed according to manufacturer specs and all applicable state and local codes 	20
	Skylights and Tubular Daylighting Device	<ol style="list-style-type: none"> Product must be ENERGY STAR Compliant and NFRC Certified: <ol style="list-style-type: none"> U-Factor ≤ 0.55 & SHGC ≤ 0.30 Product NFRC labels must be submitted with Certificate of Compliance or Occupancy Must be installed according to manufacturer specs and all applicable state and local codes 	20
	Applied Window Film	<ol style="list-style-type: none"> Product must be NFRC Certified Product NFRC labels must be submitted with Certificate of Compliance or Occupancy Must be installed according to manufacturer specs and all applicable state and local codes 	10
Solar Photovoltaic and Thermal	Solar Panel	<ol style="list-style-type: none"> (California only) Product must be listed as California Solar Initiative incentive-eligible photovoltaic module in compliance with CA-SB1 guidelines Installation Contractor must hold an NABCEP Solar PV Certification in good standing (California only) Be registered with the California Solar Initiative Program and have the correct CSLB licensure to install solar systems System must be grid connected unless the property is not currently connected to the grid Must be installed according to manufacturer specs and all applicable state and local codes 	20

Product Category	Product Type	Product Specifications	Estimated Life (Years)
	Solar Inverter	<ol style="list-style-type: none"> 1. (California only) Product must be listed as California Solar Initiative eligible inverter in compliance with CA-SB1 guidelines. 2. (California only) Installation contractor must be registered with the California Solar Initiative Program and have the correct CSLB licensure to install solar systems 3. System must be grid connected unless the property is not currently connected to the grid 4. Must be installed according to manufacturer specs and all applicable state and local codes 5. The inverter must be warrantied for a period equal to the financing term 	20
	Solar Water Heating	<ol style="list-style-type: none"> 1. System must have the OG-300 System Certification by the Solar Rating and Certification Corporation (SRCC) 2. System Solar Fraction (SF) must be ≥ 0.5 3. Auxiliary tank must be residential class 4. Must be installed according to manufacturer specs and all applicable state and local codes 	15
	Solar Pool Heating	<ol style="list-style-type: none"> 1. Product must have the OG-100 Collector Certification by the Solar Rating and Certification Corporation (SRCC) 2. Must be installed according to manufacturer specs and all applicable state and local codes 	20

Product Category	Product Type	Product Specifications	Estimated Life (Years)
Alternative Energy	Small Wind Turbine	<ol style="list-style-type: none"> 1. Product must be certified by the Small Wind Certification Council as meeting the requirements of the AWEA Small Wind Turbine Performance and Safety Standard (9.1-2009) 2. Product must be grid connected unless the property is not currently connected to the grid 3. Must be installed according to manufacturer specs and all applicable state and local codes 	10
	Advanced Energy Storage System	<ol style="list-style-type: none"> 1. (California only) System must meet the eligibility requirements outlined in the current California Self-Generation Incentive Program (SGIP) Handbook 2. System must be tied to a program eligible Solar PV system 3. System must be grid connected unless the property is not currently connected to the grid 4. Must be installed according to manufacturer specs and all applicable state and local codes 	10
	Electric Vehicle Charging Station	<ol style="list-style-type: none"> 1. Product must certified as meeting the UL Subject 2594 Standard Testing for Charging Stations 2. Product must be a Level 2 charger with SAE J1772 standard charging plug 3. Must be installed according to manufacturer specs and all applicable state and local codes. 	

Product Category	Product Type	Product Specifications	Estimated Life (Years)
	Stationary Fuel Cell Power System	<ol style="list-style-type: none"> 1. System must be certified as meeting the ANSI/CSA America FC1 standard 2. Must be installed according to manufacturer specs and all applicable state and local codes and/or: <ol style="list-style-type: none"> a. Standard for the Installation of Stationary Fuel Cell Power Plants, NFPA 853, b. National Fuel Gas Code, ANSI Z223.1/NFPA 54, c. National Electrical Code, NFPA 70, as applicable. 	15
Building Envelop	Exterior Window Shading Device	<ol style="list-style-type: none"> 1. Product must be permanently secured to the exterior of the property with attachments or fasteners that are not intended for removal 2. Each device must be installed to provide shading to at least one window or door 3. Product must be one of the following styles: <ol style="list-style-type: none"> a. Fixed Awning b. Operable Awning c. Louvered Shutter d. Roll-down Shutter e. Roll-down Solar Screen 4. Exterior structural elements including, but not limited to sunroom enclosures, exterior decks, balconies, roof overhangs, trellises, pergolas, arbors, and/or carports are <u>NOT</u> eligible 5. Interior window shading products including, but not limited to, blinds, shutters, shades, or curtains are <u>NOT</u> eligible 6. Must be installed according to manufacturer specs and all applicable state and local codes 	10
	Cool Wall Coating	<ol style="list-style-type: none"> 1. Product must be Energy Star Compliant 2. Product must have solar reflectance ≥ 0.5 as tested by recognized third-party laboratory to ASTM C1549-09 standard 3. Must be installed according to manufacturer specs and all applicable state and local codes 	20
	Cool Roof - Prescriptive	<ol style="list-style-type: none"> 1. Product must be listed in the CRRC or ENERGY STAR product directories 2. Low-Slope Roof ($\leq 2:12$) Efficiency: <ol style="list-style-type: none"> a. Aged (3 yrs.) Solar Reflectance ≥ 0.5 3. Steep-Slope Roof ($> 2:12$) Efficiency: <ol style="list-style-type: none"> a. Aged Solar Reflectance > 0.15 4. Must be installed according to manufacturer specs and all applicable state and local codes 	20

Product Category	Product Type	Product Specifications	Estimated Life (Years)
	Cool-Roof - Performance	<ol style="list-style-type: none"> If a Cool Roof –Prescriptive roofing product is not specified, one of the following performance measures must also be implemented in the scope of work: <ol style="list-style-type: none"> Provide an air-space of at least 1”between the top of the roof deck and the bottom of the roofing product Insulate attic floor to R-value ≥ 38 Seal & Insulate attic HVAC duct work to R-8 and $\leq 6\%$ leakage Install an eligible radiant barrier (Reflectivity ≥ 0.9 and Emittance ≤ 0.1) with reflective side facing air space Insulate roof deck to R-value ≥ 4 Install roof construction with thermal mass over a membrane with a weight of at least 25 lb/ft² Project stakeholder is fully and solely responsible to meet any such additional requirements. Must be installed according to manufacturer specs and all applicable state and local codes 	20
	Attic Insulation	<ol style="list-style-type: none"> R-value ≥ 38 Must be installed according to manufacturer specs and all applicable state and local codes 	20
	Wall insulation	<ol style="list-style-type: none"> R-value ≥ 13 to full framing cavity depth Must be installed according to manufacturer specs and all applicable state and local codes 	20
	Under-floor Insulation	<ol style="list-style-type: none"> R-value ≥ 19 to full joist depth Must be installed according to manufacturer specs and all applicable state and local codes 	20
	Radiant barrier	<ol style="list-style-type: none"> Emissivity ≤ 0.1 Reflectivity ≥ 0.9 Must be installed according to manufacturer specs and all applicable state and local codes 	20
	Air Sealing	<ol style="list-style-type: none"> Installation must comply with BPI, ENERGY STAR, and ASHRAE 62.2 guidelines. 	10

Product Category	Product Type	Product Specifications	Estimated Life (Years)
High-Efficiency Water Heating	Gas Storage water Heater	<ol style="list-style-type: none"> 1. Product must be ENERGY STAR Compliant 2. EF \geq 0.67 3. Must be installed according to manufacturer specs and all applicable state and local codes 	10
	Electric Heat Pump Storage Water Heater	<ol style="list-style-type: none"> 1. Product must be ENERGY STAR Compliant 2. EF \geq 2.0 3. Must be installed according to manufacturer specs and all applicable state and local codes 	10
	Gas Tankless Water Heater	<ol style="list-style-type: none"> 1. Product must be ENERGY STAR Compliant 2. EF \geq 0.82 3. Must be installed according to manufacturer specs and all applicable state and local codes 	10
High Efficiency Pool Equipment	Pool Pump and Motor	<ol style="list-style-type: none"> 1. Product must be ENERGY STAR Compliant: <ol style="list-style-type: none"> a. Single Speed Pump: EF \geq 3.8 for single speed b. Multi/Variable Speed/Flow: EF \geq 3.8 for most efficient speed 2. Product must replace existing product 3. Must be installed according to manufacturer specs and all applicable state and local codes 	10
	Electric Heat Pump Pool Heater	<ol style="list-style-type: none"> 1. Product must be ENERGY STAR Compliant 2. COP \geq 4.5 3. Must be installed according to manufacturer specs and all applicable state and local codes 	10
	Gas Pool heater	<ol style="list-style-type: none"> 1. Product must be ENERGY STAR Compliant 2. Thermal Efficiency \geq 83% 3. Must be installed according to manufacturer specs and all applicable state and local codes 	10
	Automatic pool cover	<ol style="list-style-type: none"> 1. Product must be an automatic pool cover UL certified as meeting ASTM F1346 Standard Performance Specification 2. Product must be permanently installed on an existing swimming pool 3. Must be installed according to manufacturer specs and all applicable state and local codes 4. Manual swimming pool covers are not eligible. 	10

Product Category	Product Type	Product Specifications	Estimated Life (Years)
High Efficiency Lighting	Indoor Lighting Fixture	<ol style="list-style-type: none"> 1. Product must be ENERGY STAR Compliant 2. Product must be permanently installed 3. Must be installed according to manufacturer specs and all applicable state and local codes 	20
	Outdoor Lighting Fixture	<ol style="list-style-type: none"> 1. Product must be ENERGY STAR Compliant 2. Product must be permanently installed 3. Must be installed according to manufacturer specs and all applicable state and local codes 	20
	Lighting Control	<ol style="list-style-type: none"> 1. Product must be ENERGY STAR Compliant <ol style="list-style-type: none"> a. Eligible control types include: b. Automatic Time-Switch c. Daylight/Photo- Sensor d. Dimmer e. Occupant/Motion/Vacancy Sensor 2. Must be installed according to manufacturer specs and all applicable state and local codes 	20
Indoor water Efficiency	High Efficiency Toilet Fixture	<ol style="list-style-type: none"> 1. Product must be listed in the EPA WaterSense product database 2. Toilet and urinals fixtures are eligible 3. Flow rate \leq 1.28 GPF 4. Must be installed according to manufacturer specs and all applicable state and local codes 	20
	High Efficiency Faucet Fitting	<ol style="list-style-type: none"> 1. Product must be listed in the EPA WaterSense product database 2. Flow rate \leq 1.5 GPM 3. Must be permanently installed 4. Must be installed according to manufacturer specs and all applicable state and local codes 	15
	High Efficiency Shower Head	<ol style="list-style-type: none"> 1. Product must be listed in the EPA WaterSense product database 2. Efficiency Database 3. Flow \leq 2.0 GPM 4. Must be installed according to manufacturer specs and all applicable state and local codes 	15

Product Category	Product Type	Product Specifications	Estimated Life (Years)
Indoor water Efficiency	High Efficiency Faucet Fitting	<ol style="list-style-type: none"> 1. Product must be listed in the EPA WaterSense product database 2. Flow rate \leq 1.5 GPM 3. Must be permanently installed 4. Must be installed according to manufacturer specs and all applicable state and local codes 	15
	High Efficiency Shower Head	<ol style="list-style-type: none"> 1. Product must be listed in the EPA WaterSense product database 2. Efficiency Database 3. Flow \leq 2.0 GPM 4. Must be installed according to manufacturer specs and all applicable state and local codes 	15
	Hot water delivery System	<ol style="list-style-type: none"> 1. System meets the definition of one of the following water delivery options: <ol style="list-style-type: none"> a. Dedicated Recirculation Line b. Whole House Manifold System c. Demand-initiated Recirculating System d. Core Plumbing System 2. Must be installed according to manufacturer specs and all applicable state and local codes 	15
Outdoor Water efficiency	High Efficiency Sprinkler Nozzle	<ol style="list-style-type: none"> 1. Product must be listed in the EPA WaterSense product database 2. Must be installed according to manufacturer specs and all applicable state and local codes 	10
	Weather-based Irrigation Controller	<ol style="list-style-type: none"> 1. Product must be listed in the EPA WaterSense product database 2. Must be installed according to manufacturer specs and all applicable state and local codes 	10
	Drip Irrigation	<ol style="list-style-type: none"> 1. Product must be installed in turf, garden, planter, or flower bed area 2. Product must be listed in the EPA WaterSense product database 3. Must be installed according to manufacturer specs and all applicable state and local codes 	10

Product Category	Product Type	Product Specifications	Estimated Life (Years)
	Rainwater catchment System	<ol style="list-style-type: none"> 1. Sized to hold ≥ 50 gallons at one time 2. Must be permanently installed. 3. Must be installed according to manufacturer specs and all applicable state and local codes 	20
	Gray Water System	<ol style="list-style-type: none"> 1. Product must comply with local code and permitting requirements 2. Eligible system types include: <ol style="list-style-type: none"> a. Single-Fixture b. Multi-Fixture Simple (≤ 250 GPD) c. Multi-Fixture Complex (> 250 GPD) 3. Must be installed according to manufacturer specs and all applicable state and local codes 	20
	Artificial Turf	<ol style="list-style-type: none"> 1. Product must be water and air permeable 2. Product must be non-toxic and lead free 3. Product must be recyclable 4. Product installation must carry ≥ 10 year warranty 5. Must be installed according to manufacturer specs and all applicable state and local codes 6. Product infill material must be one of the following: <ol style="list-style-type: none"> a. Acrylic Covered Sand b. Crumb Rubber c. Zeolite 	10